

## **PERMANENT EASEMENT FOR SANITARY SEWER FACILITIES AND QUITCLAIM OF INTEREST IN EXISTING SANITARY SEWER FACILITIES**

Be it known that the City of Ankeny, a municipal corporation, (hereinafter referred to as the “Grantor” or “City”), in consideration of \$1.00 and other good and valuable consideration and the mutual promises and covenants contained in the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA Agreement), does hereby convey unto the Des Moines Metropolitan Wastewater Reclamation Authority, a political subdivision organized and existing under Chapters 28E and 28F of the Iowa Code (hereinafter referred to as the “Grantee” or “WRA”), a Permanent Easement for Sanitary Sewer Facilities under, over, through and across property listed and identified on the Acquisition Plat attached hereto and situated in Polk County, Iowa (hereinafter referred to as the "Easement Area") for the purpose of accessing, constructing, operating, maintaining, repairing, reconstructing and enlarging existing and newly constructed sanitary sewers and necessary appurtenances situated therein, and does hereby quitclaim to the WRA all its right, title, and interest in and to any and all existing sanitary sewers and necessary appurtenances thereto situated upon or under said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND PLACEMENT OF EQUIPMENT OR PLANTINGS IN EASEMENT AREAS IN PUBLIC RIGHT-OF-WAY; DUTY TO RESTORE.**

(a) Grantor reserves the right to construct or authorize the construction of structures, or to place or authorize the placement of equipment or plantings, within Easement Areas in street or alley rights-of-way, including but not limited to

bridges; sanitary and storm sewers and appurtenances; water mains and appurtenances; traffic signals and appurtenant cables and boxes; streetlights; streetscape improvements including street furniture, planter boxes, fountains, public art, streets and sidewalks including special street or sidewalk surfaces; irrigations systems; and plantings including street trees, shrubs, flowers and sod;

all as it shall deem necessary or appropriate. Such structures, equipment and plantings shall be so placed as not to physically interfere with or prevent the day-to-day operation and maintenance of the sanitary sewer facilities located within the Easement Areas.

(b) In the event Grantee is required to access the sanitary sewer facilities in public rights-of-way for purposes of repairing, reconstructing or replacing said sanitary sewer facilities, Grantee shall be responsible for restoring, at its sole cost and expense, or for paying Grantor's cost to restore, the Easement Area, including street, alley and sidewalk surfaces, and all structures, equipment and plantings placed therein, which are disturbed, damaged or destroyed by such activities.

(c) In the event Grantor is required to access the Easement Areas in public rights-of-way for purposes of repairing, reconstructing or replacing its structures or equipment identified above, Grantor shall be responsible for restoring or repairing, at its sole cost and expense, or for paying Grantee's cost to restore, Grantee's sanitary sewer facilities which are disturbed, damaged or destroyed by such activities.

2. **RIGHT OF ACCESS.** The WRA, its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area listed and identified in the Acquisition Plat attached hereto.
3. **EASEMENT RUNS WITH LAND.** This Easement and all terms and conditions set forth herein shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **RESERVATION OF RIGHTS.** The City does hereby reserve to itself, and this Easement is granted subject to, the right to regulate the use and occupancy of City street rights-of-way constructed upon, adjacent to or across the Easement Areas.
5. **ABANDONMENT OF SEWER FACILITIES; TERMINATION OF EASEMENT INTEREST.** In the event the WRA shall by resolution of its Board declare an abandonment of any portion of the sanitary sewer facilities covered by this Easement, this Easement shall terminate as to such facilities and as to the property upon which same are located. Such facilities may be abandoned in place, but the WRA shall take such reasonable actions with respect to such facilities as Grantor may request to preserve and protect Grantor's property or other utilities situated upon said property.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

**CITY OF ANKENY, IOWA, GRANTOR**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_  
Steven D. Van Oort, Mayor

Attest:

\_\_\_\_\_  
Pamela DeMouth, City Clerk

State of Iowa            )  
                                  ) ss  
County of Polk         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven D. Van Oort and Pamela DeMouth, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa; that the seal affixed to the forgoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, under Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and that Steven D. Van Oort and Pamela DeMouth acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

I, E.J. Giovanetti, Secretary of the Board of the Des Moines Metropolitan Wastewater Reclamation Authority, do hereby certify that the within and foregoing Easement was duly approved and accepted by the WRA Board by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
E.J. Giovanetti, WRA Board Secretary